

# EXHIBIT 5

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

<p>Cung Le, Nathan Quarry, Jon Fitch, Brandon Vera, Luis Javier Vazquez, and Kyle Kingsbury, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>Zuffa, LLC, d/b/a Ultimate Fighting Championship and UFC,</p> <p style="text-align: center;">Defendant.</p>	<p>No.: 2:15-cv-01045-RFB-BNW</p>
<p>Kajan Johnson, Clarence Dollaway, and Tristan Connelly, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>Zuffa, LLC, TKO Operating Company, LLC f/k/a Zuffa Parent LLC (d/b/a Ultimate Fighting Championship and UFC) and Endeavor Group Holdings, Inc.,</p> <p style="text-align: center;">Defendants.</p>	<p>No.: 2:21-cv-1189-RFB-BNW</p>

**DECLARATION OF STEVEN WEISBROT, ESQ. OF ANGEION GROUP LLC  
RE THE SETTLEMENT NOTICE PLAN**

I, Steven Weisbrot, Esq., declare under penalty of perjury as follows:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing, analyzing, and implementing large-scale legal notification plans.
2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have communicated with class counsel and reviewed relevant pleadings and

other documents relating to the case, in addition to drawing from my extensive class action notice experience.

3. Background information on my professional experience and Angeion’s expertise with the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history, is set forth in my November 17, 2023 declaration submitted with Plaintiffs’ Unopposed Motion for Approval of Class Notice Plan in *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*, Case No. 2:15-cv-01045-RFB-BNW (the “*Le Action*”). See Declaration of Steven Weisbrot of Angeion Group, LLC re Angeion Qualifications and the Proposed Notice Plan, ¶¶ 3-16 & Exhibit D (ECF No. 916-1) (the “November 17, 2023 Weisbrot Decl.”).

4. This declaration sets for a plan of notice (the “Notice Plan”) for a global settlement (the “Settlement”) resolving two class action lawsuits: (i) *Le, et al. v. Zuffa, LLC*, No. 2:15-cv-1045 (D. Nev.) (the “*Le Action*”); and (ii) *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (D. Nev.) (the “*Johnson Action*”) (collectively, the “Actions”). The *Le Action* was brought by plaintiffs Cung Le, Nathan Quarry, Jon Fitch, Brandon Vera, Luis Javier Vazquez, and Kyle Kingsbury and named one defendant, Zuffa, LLC. On August 9, 2023, the Court certified the *Le Class* (see below) and appointed all the plaintiffs in the *Le Action*, other than Nathan Quarry, as the class representatives for the *Le Class* (the “*Le Class Representatives*”). See ECF No. 839, at 78-79.<sup>1</sup> The *Johnson Action* was brought by plaintiffs Kajan Johnson, Clarence Dollaway, and Tristan Connelly (the proposed “*Johnson Settlement Class Representatives*”), and named three defendants: Zuffa, LLC, TKO Operating Company, LLC, and Endeavor Group Holdings, Inc. The *Le Class Representatives* and the *Johnson*

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<sup>1</sup> Plaintiff Nathan Quarry was proffered as a class representative for the “Identity Rights Class,” which the Court did not certify. See generally ECF No. 839 at 75-78.

Settlement Class Representatives are collectively referred to as “Plaintiffs,” and the defendants in both Actions will be referred to collectively as “Defendants.”

5. On August 9, 2023, the Court certified the *Le* Class, which includes all persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017, but excludes from the *Le* Class all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought in the United States. *See* ECF No. 839 (defining the Bout Class)). On November 17, 2023, the Court directed notice to the *Le* Class pursuant to the notice plan set forth in the November 17, 2023 Weisbrot Decl., ¶¶ 17-41. *See* ECF No. 921. The Court also appointed Angeion as the notice administrator for the *Le* Class. *See id.* ¶ 1.

6. On February 5, 2024, plaintiffs in the *Le* Action filed with the Court a notice concerning the implementation of the *Le* Class notice program. *See* Plaintiffs’ Notice of: (1) Effectuation of Class Notice Plan, and (2) Exclusions from Bout Class, ECF No. 966, at 1 (Feb. 5, 2024). Attached to Plaintiffs’ Notice was a second declaration from Angeion describing in detail the notice process and indicating that, as of February 5, 2024, no requests for exclusion were submitted by members of the *Le* Class (the deadline to request exclusion from the *Le* Class was January 22, 2024). *See generally* Declaration of Steven Weisbrot, Esq. of Angeion Group, LLC re Implementation of Notice Plan and Report on Exclusions and Objections Received, ECF No. 966-1 (Feb. 5, 2024).

7. As I understand it, on April 24, 2024, the parties finalized the written agreement setting forth the terms and conditions of the Settlement, which include the release and dismissal with prejudice of the Plaintiffs’ claims against the Defendants in both Actions (the “Settlement Agreement”).

8. The Settlement Agreement defines the Settlement Classes to include the members of both the *Le* Class and the proposed *Johnson* Settlement Class. The Settlement Agreement defines the *Johnson* Settlement Class as follows:

All persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to the date of preliminary approval of the Settlement (the “*Johnson* Settlement Class Period”).

Excluded from the *Johnson* Settlement Class are all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought or broadcast in the United States.

9. It is my understanding that some of the *Johnson* Settlement Class members are also members of the *Le* Class.

10. It is also my understanding that Plaintiffs are requesting that the Court coordinate the *Le* Action and the *Johnson* Action for settlement purposes only. The below proposed Notice Plan anticipates the Court will grant the request to coordinate the two Actions to implement a single, streamlined settlement process.

11. The proposed Notice Plan, as described below, is substantially similar to the plan for notice articulated in the November 17, 2023 Weisbrot Decl., and which the Court approved. ECF No. 921. Angeion will disseminate the notice and maintain the Settlement website ([www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com)) in the same manner as described in the November 17, 2023 Weisbrot Decl., and outlined below, except the information provided to the Settlement Classes will be amended: (i) to include information relating to the Settlement (including, but not limited to, information about the timing for the claim submission process, the proposed Plan of Allocation, the deadlines for submitting objections or requesting exclusion from the *Johnson* Settlement Class, and the date of the Fairness Hearing, among other information) as reflected in the updated proposed long-form notice, short-form notice, and poster notice with cover letter attached hereto as Exs. A, B & C, respectively; and (ii) to inform members of the *Johnson* Settlement Class that they may request exclusion from the *Johnson* Settlement Class. As noted above, the deadline for members of the *Le* Class to request exclusion from the *Le* Class has already passed.

#### **SUMMARY OF THE NOTICE PLAN**

12. The proposed Notice Plan provides for individual direct notice via email and/or mail to all reasonably-identifiable members of the Settlement Classes, complemented by a targeted first-party social media campaign, and posted notice in notable Mixed Martial Arts (“MMA”) Gyms. The Notice

Plan also includes updating and maintaining the Settlement Website and toll-free telephone line where members of the Settlement Classes can learn more about their rights and options in the Settlement.

### **EMAIL NOTICE**

13. As part of the Notice Plan, Angeion will send direct email notice (in the short-form notice format) to all members of the Settlement Classes who have valid email addresses on the Class List. Angeion follows best practices to both validate emails and increase deliverability.

14. Specifically, prior to distributing the email notice, Angeion subjects the email addresses to a cleansing and validation process. The email cleansing process removes extra spaces, fixes common typographical errors in domain names, and corrects insufficient domain suffixes (*e.g.*, gmail.com to gmail.com, gmail.co to gmail.com, yaho.com to yahoo.com, etc.). The email addresses are then subjected to an email validation process whereby each email address will be compared to known bad email addresses.<sup>2</sup> Email addresses that are not designated as a known bad address will then be further verified by contacting the Internet Service Provider (“ISP”) to determine if the email address exists.

15. Further, Angeion designs the email notice to avoid many common “red flags” that might otherwise cause an email recipient’s spam filter to block or identify the email notice as spam. For example, Angeion does not include attachments like the long-form notice to the email notice because attachments are often interpreted by various ISPs as spam.

16. Angeion also accounts for the reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire) causes a second round of email noticing to continue to any email addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

17. In addition to the comprehensive methods described above, Angeion will cause any email address for which email notice could not be delivered to be subjected to an email change of address

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<sup>2</sup> Angeion maintains a database of email addresses that were returned as permanently undeliverable, commonly referred to as a hard bounce, from prior campaigns. Where an address has been returned as a hard bounce within the last year, that email is designated as a known bad email address.

search in an attempt to locate updated email addresses. Angeion will then send email notice to any updated email addresses obtained via this process.

18. At the completion of the email campaign, Angeion will report to the Court concerning the rate of delivered emails accounting for any emails that are blocked at the ISP level. In short, the Court will possess a detailed, verified account of the success rate of the entire direct email notice campaign.

#### **POSTAL MAILED NOTICE**

19. Angeion will mail the long-form notice via first class U.S. Mail, postage pre-paid, to all members of the Settlement Classes who do not have valid email addresses and for whom mailing addresses are included on the Class List.

20. Angeion will employ the following best practices to increase the deliverability rate of the mailed notices: (i) Angeion will cause the mailing address information to be updated utilizing the United States Postal Service's ("USPS") National Change of Address database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS; (ii) Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS; (iii) Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as "skip tracing") utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses; (iv) Notices will be re-mailed to updated addresses that were identified via the skip tracing process.

#### **MEDIA NOTICE**

21. As part of our belt and suspenders approach, in addition to the direct notice efforts described above (by both email and U.S. mail), the Notice Plan includes a comprehensive media notice campaign comprised of targeted social media notice via Facebook, Instagram and X (formerly "Twitter"), and a paid search campaign via Google.

#### **Targeted Social Media Notice**

22. The direct, targeted social media notice will be implemented by uploading known Settlement Class member email addresses directly to Facebook, Instagram and Twitter, three of the largest social

media platforms in the United States.<sup>3</sup> If any of the email addresses are used as the primary log-on email address for these platforms, Angeion will be able to contact those specific members of the Settlement Classes on a one-to-one basis via internet ads displayed on these platforms. The internet ads will direct the members of the Settlement Classes to the Settlement website, where members of the Settlement Classes can view the long- and short-form notices and other important documents from the case and find answers to frequently asked questions as well as contact information.

23. Further, for members of the Settlement Classes who do not have email addresses on the Class List, Angeion will perform research to identify their verified social media accounts on those platforms. Social media notice will then also target those verified accounts.

### **Paid Search Campaign**

24. The Notice Plan also includes a paid search campaign on Google to help drive members of the Settlement Classes who are actively searching for information about the settlement to the dedicated Settlement website. Paid search ads will complement the social media notice, as search engines are frequently used to locate a specific website, rather than a person typing in the URL. Search terms would relate to not only the settlement itself but also the subject matter of the class action. In other words, the paid search ads are driven by the individual user's search activity, such that if that individual searches for (or has recently searched for) the litigation or other terms related to the class action, that individual could be served with an advertisement directing them to the Settlement website.

### **MMA GYM NOTICE**

25. In coordination with class counsel, Angeion will identify notable and relevant MMA Gyms (including training camps). A poster-size version of the short-form notice (11" x 17") will be sent to each of the notable MMA Gyms that are researched and identified, along with a request to post the notice in a highly visible area where members of the Settlement Classes are most likely to view the

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<sup>3</sup> In the United States in 2023, Facebook has a reported 243.58 million users, Instagram has a reported 150.99 million users, and X/Twitter has a reported 64.9 million users. *See*: <https://www.statista.com/statistics/408971/number-of-us-facebook-users>  
<https://www.statista.com/statistics/293771/number-of-us-instagram-users>  
<https://www.oberlo.com/statistics/number-of-twitter-users-by-country>



notice. *See* Ex. C hereto.

#### **SETTLEMENT WEBSITE & TELEPHONE SUPPORT**

26. The Notice Plan includes updating and maintaining the Settlement website, [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com), where members of the Settlement Classes can easily view general information about this settlement and review relevant Court documents. The Settlement website was designed to be user-friendly to make it easy for members of the Settlement Classes to find information about the settlement, view dates and deadlines, and will have a “Contact Us” page containing a dedicated email address by which members of the Settlement Classes can send additional questions regarding the settlement.

27. The Settlement website will be designed to be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. Additionally, the dedicated website will be designed to maximize search engine optimization through Google and other search engines. Keywords and natural language search terms will be included in the website’s metadata to maximize search engine rankings.

28. The toll-free hotline devoted to this case will be updated to apprise members of the Settlement Classes of their rights and options in the settlement. The toll-free hotline will continue to utilize an interactive voice response (“IVR”) system to provide members of the Settlement Classes with responses to frequently asked questions and other essential information regarding the settlement. The hotline will remain accessible 24 hours a day, 7 days a week. Members of the Settlement Classes will have the ability to request a copy of the notice via the toll-free hotline.

#### **CONCLUSION**

29. The Notice Plan outlined above includes direct notice to all reasonably identifiable members of the Settlement Classes via email and/or mail, complemented by a comprehensive media and outreach campaign. The Notice Plan also provides for the implementation of a dedicated website and toll-free hotline to further inform members of the Settlement Classes of their rights and options in the Settlement.

30. It is my professional opinion that this Notice Plan will provide full and proper notice to the members of the Settlement Classes before the claims, opt-out, and objection deadlines. Moreover, it

is my opinion that the Notice Plan is the best notice that is practicable under the circumstances and fully comports with due process and Fed. R. Civ. P. 23. After the Notice Plan has been implemented, Angeion will provide a final report verifying its effective implementation to this Court.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: May 20, 2024

A handwritten signature in black ink, appearing to read "St M. Weisbrot", written in a cursive style.

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STEVEN WEISBROT

# Exhibit A

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA

**NOTICE OF CLASS ACTION SETTLEMENT**

**A settlement totaling \$335 million plus prospective relief in two separate cases will provide payments and other potential benefits to mixed martial arts (“MMA”) fighters if they either (i) competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017, or (ii) competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to [DATE].**

**Please read this notice carefully to learn whether this class action settlement may affect your rights.**

*A federal court directed this notice.*

*This is not junk mail, an advertisement, or a solicitation from a lawyer.*

- On [DATE], the Honorable Richard F. Boulware, II of the United States District Court for the District of Nevada (the “Court”), entered an order preliminarily approving a proposed settlement (the “Settlement”) between the parties in two class actions: (i) *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*, Case No. 2:15-cv-01045 (the “Le Action”); and (ii) *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (the “Johnson Action”). The term “Actions” used throughout this notice means both the Le Action and the Johnson Action. The Actions are separate lawsuits, but the Court has directed they be coordinated for purposes of the Settlement.
- The Settlement is for the benefit of MMA fighters who are members of one or both of the following classes: (i) the Le Class and (ii) the Johnson Settlement Class. The two classes together are referred to as the “Settlement Classes.” The term “Le Settlement Class Member” refers to anyone who is a member of the Le Settlement Class. The term “Johnson Settlement Class Member” refers to anyone who is a member of the Johnson Settlement Class. The term “Settlement Class Members” is used when referring to all members of both the Le Class and the Johnson Settlement Class together, and the singular version “Settlement Class Member” is used when referring to an individual who is a member of either of the Settlement Classes.

- The *Le* Class includes all persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017 (the “*Le* Class Period”). The *Le* Class excludes all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought in the United States. The Court certified the *Le* Class on August 9, 2023. Pursuant to a Court Order dated November 17, 2023, notice was sent to members of the *Le* Class regarding the pendency of the *Le* Action, and provided *Le* Class members the right to exclude themselves from the *Le* Class.
- The *Johnson* Settlement Class includes all persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to [the date of preliminary approval of the Settlement] (the “*Johnson* Settlement Class Period”). Excluded from the *Johnson* Settlement Class are all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought or broadcast in the United States.
- The Court has appointed class representatives in both Actions. The Court appointed the following five professional UFC fighters to serve as representatives of the *Le* Class: Cung Le, Jon Fitch, Brandon Vera, Luis Javier Vazquez, and Kyle Kingsbury (the “*Le* Class Representatives”). The defendant in the *Le* Action is Zuffa, LLC (the “*Le* Defendant”). The Court appointed the following three professional UFC fighters to serve as representatives of the *Johnson* Settlement Class: Kajan Johnson, Clarence Dollaway, and Tristan Connelly (the “*Johnson* Settlement Class Representatives”). The defendants in the *Johnson* Action are Zuffa, LLC, TKO Operating Company, LLC, and Endeavor Group Holdings, Inc. (the “*Johnson* Defendants”). Throughout this notice, the *Le* Class Representatives and the *Johnson* Settlement Class Representatives are collectively referred to as “Plaintiffs” or the “Class Representatives;” and the *Le* Defendant and the *Johnson* Defendants are collectively referred to as “Defendants,” or “UFC” as a shorthand reference.
- The Actions allege that the UFC used anticompetitive conduct to establish and maintain its dominance in the market for Elite Professional MMA services. The alleged conduct included, among other things: (a) entering exclusive contracts with UFC fighters that effectively blocked the vast majority from fighting for rival MMA promotions; (b) acquiring rival promotion companies and locking up their MMA fighters into exclusive contracts; and (c) coercing fighters into long-term exclusivity with the UFC (together, the “Scheme”). The Actions further allege that the Scheme enabled the UFC to injure members of the Settlement Classes by artificially suppressing their bout pay.
- Defendants deny Plaintiffs’ allegations and any wrongdoing. Defendants assert that through their efforts to grow MMA and the UFC, Defendants have consistently increased the number of events that the UFC promotes and the compensation paid to fighters who participate in its MMA bouts. Defendants contend that Plaintiffs’ claims lack merit and that UFC’s conduct was *pro*-competitive, *not* anticompetitive: (a) UFC’s acquisitions of other MMA promotion companies helped grow the MMA industry by efficiently allocating

resources and did not result in the improper foreclosure of competitors, as evidenced by new market entrants and the continued growth of rival MMA promotion companies; (b) UFC's exclusive contracts with UFC fighters did not foreclose a substantial share of the market for MMA fighter services and were, in fact, pro-competitive because they were supported by legitimate business justifications; and (c) UFC did not "coerce" fighters to sign long-term exclusive contracts with the UFC, but rather hired the best fighters—who want to fight in the UFC—to help its business grow and re-signed those fighters to contracts of greater or equal value to those offered by other MMA promotions, none of which is anticompetitive according to Defendants.

- The Court has not decided which side is correct.
- If the Court approves the Settlement, it will offer cash payments to members of the *Le* Settlement Class and *Johnson* Settlement Class who submit valid and timely Claim Forms later in the process. A Claim Form is a document the Claims Administrator will make available to Settlement Class Members that contains the information needed to determine what distribution amount each Settlement Class Member will receive as part of the proposed Plan of Allocation, if approved by the Court, which is the document that describes how the funds from the Settlement will be distributed to Settlement Class Members. Later in the process, each Settlement Class Member will need to fill out a Claim Form and return it to the Claims Administrator in order to receive any financial benefits from the Settlement. (This is also referred to as submitting a "claim.") If you do not receive a Claim Form later in the process and believe you should have, you may contact the Claims Administrator. The timing of the mailing of any Claim Forms, and other information about the Settlement and how to participate in it, will be disclosed on the Settlement website: [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com).
- Under the Plan of Allocation, the amount of money each Settlement Class Member who files a Claim Form receives will vary depending on several factors. As a general guideline, it is anticipated that using the procedures set forth in the Plan of Allocation, each *Le* Class Member, who submits a valid and timely Claim Form, may receive as much as 25% of the total amount he or she earned from the UFC for participating in bouts during the *Le* Class Period, and each *Johnson* Settlement Class Member (not subject to an arbitration clause or class action waiver), who submits a valid and timely Claim Form, may receive as much as 10% of the total amount he or she earned from the UFC for participating in bouts during the *Johnson* Settlement Class Period. These are only estimates and not a guarantee on the amount any Settlement Class Member may receive.
- The Plan of Allocation, in summary, works as follows. As an initial step, the funds in the Settlement Fund minus Court approved fees and costs, *i.e.*, the "Net UFC Settlement Fund" will be allocated 75% to the *Le* Class (the "*Le* Tranche") and 25% to the *Johnson* Settlement Class (the "*Johnson* Tranche").
  - *Le* Class Members who submit valid and timely claims ("*Le* Claimants") will receive a distribution payment from the *Le* Tranche that is based on two *pro rata*

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factors: (i) the total compensation each *Le* Claimant earned for participating in bouts fought during the *Le* Class Period; and (ii) the total number of bouts each *Le* Claimant fought during the *Le* Class Period. *Le* Claimants will have a minimum distribution payment of \$8,000.

- *Johnson* Settlement Class Members who submit valid and timely claims (“*Johnson* Claimants”) will be divided into two groups: the first is composed of those who are not subject to an arbitration clause and class action waiver, and the second is composed of those who are subject to an arbitration clause and class action waiver. Those *Johnson* Claimants who were not subject to an arbitration clause or class action waiver will receive distribution payments from the *Johnson* Tranche that is based on two *pro rata* factors: (i) the total compensation each *Johnson* Claimant earned for participating in bouts fought during the *Johnson* Settlement Class Period; and (ii) the total number of bouts each *Johnson* Claimant fought during the *Johnson* Settlement Class Period. *Johnson* Claimants from the first group will receive a minimum distribution payment from the *Johnson* Tranche of \$7,000. As to members of the second group, who were subject to an arbitration clause or class action waiver, they will each receive a distribution that is a flat payment set at \$5,000.
- Any Settlement Class Member who is both a *Le* Claimant and a *Johnson* Claimant will receive the sum of the allocation procedures used for both the *Le* Class and the *Johnson* Settlement Class. This summary is just a general description of the procedures used in the Plan of Allocation and more detail is provided below and in the Plan of Allocation filed with the Court.
- The Settlement also provides to UFC fighters important prospective relief that will be locked in for a five (5) year period following final approval of the Settlement. This relief includes: (i) barring Zuffa, LLC (“Zuffa”) from enforcing any Exclusive Negotiating Period in its Promotional and Ancillary Rights Agreements longer than 30 days; (ii) barring Zuffa from enforcing any Right to Match Period in its Promotional and Ancillary Rights Agreements longer than four (4) months; (iii) limiting any extension of the Term of Zuffa’s Promotional and Ancillary Rights Agreements in the event a fighter turns down a bout to the longer of the length of time sufficient to find a new opponent or for six (6) months; (iv) limiting any suspension of the Term of Zuffa’s Promotional and Ancillary Rights Agreements while a fighter is retired or disabled to a maximum of four (4) years, or otherwise allow for earlier termination of the Promotional and Ancillary Rights Agreement; (v) allowing UFC fighters to retain the right to use their own identities, including, for example, the sale of the fighters’ names, images, voices and likenesses by third parties of Merchandise; and (vi) granting UFC fighters the right to license up to three (3) still images of the fighter, to be governed by a license application to and approval by Getty Images. More information on the prospective relief provided by the Settlement is discussed below and is set forth in the Settlement Agreement.

This notice explains your legal rights and options—and the deadlines to exercise them.

- Please read this notice carefully. Your legal rights will be affected whether you act or do not act. If you are a member of the *Johnson* Settlement Class, you now have to make a choice, and this notice describes how you can continue in the *Johnson* Action or exclude yourself from the *Johnson* Action. If you are a member of the *Le* Class, you have already been afforded the opportunity to exclude yourself and you cannot now exclude yourself from the *Le* Class.
- This is not a lawsuit against you.
- This notice has important information. It explains the Settlement, and the rights and options of members of the Settlement Classes in these two class action lawsuits.
- For the full terms of the Settlement, you should look at the Settlement Agreement available at [INSERT WEB ADDRESS TO THE DOCUMENT ON THE WEBSITE].
- For additional information, including any updates relating to the Settlement or the Settlement approval process, visit [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com) or call toll-free 1-866-955-5564. You may also write to the Class Action Administrator by mail: UFC Fighter Class Action, c/o Class Action Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or email: [info@UFCFighterClassAction.com](mailto:info@UFCFighterClassAction.com).

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
TO INQUIRE ABOUT THIS NOTICE.



## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS

**This chart provides summary information about your legal rights and options. The remainder of this notice is designed to provide more information to help you evaluate your options and answer any questions that you may have. You may:**

<b>DO NOTHING NOW, FILE A CLAIM LATER</b>	<p><b>Remain a member of the Settlement Classes (referred to as a “Settlement Class Member”).</b> You have the right to continue participating in the Actions as a Settlement Class Member. <i><b>You do not need to take additional action to remain in the Settlement Classes or be a part of the Actions against the Defendants.</b></i></p> <p>If you remain a Settlement Class Member, <i><b>you need do nothing now.</b></i> However, <u>at a later time</u>, if the Settlement is approved, in order to receive money from the Actions, you will need to file a Claim Form. <i>See</i> Question 11 for more information.</p> <p>By remaining a Settlement Class Member, you will be bound by the outcome of the Actions, and you will give up your right to file your own lawsuit covering the same or similar claims as in the Actions.</p>
<b>EXCLUDE YOURSELF FROM THE JOHNSON SETTLEMENT CLASS</b>	<p><i><b>You may request to be excluded from the Johnson Settlement Class. This is also referred to as opting-out of the Settlement. This is the only way you can file or continue your own lawsuit concerning the legal claims or issues in the Actions.</b></i></p> <p><b>IMPORTANT:</b> Only members of the <i>Johnson</i> Settlement Class can choose to opt-out. This choice is limited to members of the <i>Johnson</i> Settlement Class because members of the <i>Le</i> Class were already provided an opportunity to opt-out and the deadline for them to make that decision has passed.</p> <p>If you exclude yourself from the <i>Johnson</i> Settlement Class, you will <b>not</b> be able to get any money from the Settlement. You must submit a timely written request to opt-out by [DATE]. <i>See</i> Question 17 for more information on requesting an exclusion.</p>
<b>OBJECT TO THE SETTLEMENT</b>	<p>If you do not agree with any part of the Settlement, or the Plan of Allocation, or you do not agree with the requested award of attorneys’ fees, expenses, and/or service awards for the Class Representatives you may:</p> <ul style="list-style-type: none"> <li>● Write to the Court to explain why (<i>see</i> Question 21 for more information on filing an objection), and</li> <li>● Ask to speak at the Court hearing about either the fairness of the Settlement, or the Plan of Allocation, or about the requested attorneys’ fees, expenses, or service awards to the Class Representatives. <i>See</i> Questions 16, 21, 23.</li> </ul>
<b>FILE A CLAIM</b>	<p>This is the only way to get money from the Settlement. You must file a timely and valid claim <i><b>at a later point in the process.</b></i> <i>See</i> Question 11 for more information.</p>
<b>DEADLINES</b>	<p><i>See</i> Questions 17, 21 and 23 for more information about rights and options and all deadlines.</p>

Questions? Call 1-866-955-5564 Toll-Free or Visit [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com)

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## BASIC INFORMATION

### 1. Why did I receive this notice?

You have received this notice because records show you may have competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to [DATE] (the “Class Period”).

This notice explains the proposed Settlement between the parties in two class actions: (i) *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*, Case No. 2:15-cv-01045 (D. Nev.) (the “*Le* Action”); and (ii) *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (D. Nev.) (the “*Johnson* Action”). The term “Actions” used throughout this notice means both the *Le* Action and the *Johnson* Action. The Actions are separate lawsuits, but the Court has directed they be coordinated for purposes of the Settlement.

This notice explains the Actions, the proposed Settlement, your legal rights, the benefits available, eligibility for those benefits, and how to get them. The Honorable Richard F. Boulware, II of the United States District Court for the District of Nevada is overseeing the Actions.

There are two classes, one for each Action, which together are referred to as the “Settlement Classes” in this notice. You may be a member of one or both of the Settlement Classes. The first class is called the *Le* Class, which the Court previously certified on August 9, 2023. The second class is called the *Johnson* Settlement Class, which the Court has certified for settlement purposes only. For more information about the Settlement Classes, see Question 5.

The persons who started the Actions are called the “Plaintiffs.” The Plaintiffs in the *Le* Action are Cung Le, Nathan Quarry, Jon Fitch, Brandon Vera, Luis Javier Vazquez, and Kyle Kingsbury. All of the Plaintiffs in the *Le* Action, other than Nathan Quarry, are the “*Le* Class Representatives.” The Plaintiffs in the *Johnson* Action are Kajan Johnson, Clarence Dollaway, and Tristan Connelly (they are also referred to as the “*Johnson* Settlement Class Representatives”).

The companies Plaintiffs sued and settled with in the Actions are the “Defendants.” The Defendant in the *Le* Action is Zuffa, LLC (the “*Le* Defendant”). The Defendants in the *Johnson* Action are Zuffa, LLC, TKO Operating Company, LLC, Endeavor Group Holdings, Inc. (the “*Johnson* Defendants”). As a shorthand reference, the Defendants may also be referred to as “UFC.”

### 2. What is this lawsuit about?

The lawsuit alleges that Defendants used an anticompetitive Scheme to establish and maintain UFC’s market dominance, which allegedly allowed the UFC to pay its fighters substantially less than it would have paid in a more competitive market during the Class Periods in violation of federal antitrust law. The Defendants deny these claims and any allegation of wrongdoing, and assert several defenses, including that there is ample competition in the market for MMA fighters, that their conduct was pro-competitive, and that UFC continually and substantially increased fighter pay over the Class Period in each Action. The Honorable Richard F. Boulware, II of the United States District Court for the District of Nevada is overseeing the Actions. The Court has not decided which side is correct.

To obtain more information about the claims in the Actions you can view the complaints and other important court documents in this case at [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com).

### **3. Why is this a class action, and who is involved?**

In a class action lawsuit, one or more people called “Plaintiffs” or “Class Representatives” sue on behalf of other people who have similar claims. The people with similar claims together are a “class” and each is called a “class member.” In a class action, the court resolves the issues for all class members, except for those who exclude themselves (or “opt-out”) of the class. Here, only members of the *Johnson* Settlement Class may elect to opt-out at this time (*see* Question 17 for more information). The members of the *Le* Class already received notice about the *Le* Action after the Court certified the *Le* Class on August 9, 2023, and the deadline for members of the *Le* Class to opt-out has already passed.

### **4. Why is there a Settlement?**

Plaintiffs and their lawyers (Plaintiffs’ lawyers are referred to herein as “Settlement Class Counsel” and are defined in more detail in Question 14) believe that Settlement Class Members have been damaged by Defendants’ conduct, as described in the Actions (including the complaints and any amendments). Defendants believe that Plaintiffs’ claims lack merit and would have been rejected prior to trial (in the *Johnson* Action), at trial in both Actions, or on appeal of one or both actions. The Court has not decided which side was right or wrong or if any laws were violated. Instead, Plaintiffs and Defendants agreed to settle the cases and avoid the delays, costs, and the risk of trials, and the appeals that would follow any such trials.

Plaintiffs and Settlement Class Counsel believe the Settlement is best for all members of both Settlement Classes.

The Settlement is the product of extensive arm’s length negotiations between experienced lawyers, including mediation before an experienced mediator, the Honorable Layn Phillips. Settling the Actions allows Settlement Class Members to receive significant cash payments (*see* Question 11 below).

In addition, under the Settlement, Defendants have agreed to the following changes to Zuffa, LLC’s (“Zuffa”) business practices for the benefit of fighters that will be locked in for the five (5) years after Final Approval of the Settlement:

- Zuffa will not impose as a term of its Promotional and Ancillary Rights Agreements an Exclusive Negotiation Period longer than 30 days.
- Zuffa will not impose as a term of its Promotional and Ancillary Rights Agreements a Right to Match Period following the expiration of the Exclusive Negotiation Period of longer than four (4) months.
- Zuffa will limit any extension of the term of its Promotional and Ancillary Rights Agreements in the event a UFC fighter turns down a bout with an opponent Zuffa designates (regardless of whether the fighter is unable or unwilling to accept the bout),

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to the longer of the length of time sufficient to find a new opponent or for six (6) months.

- Zuffa will change the way its “Retirement Clause” operates. Pursuant to the Settlement Agreement, if a UFC Fighter announces his or her retirement, Zuffa may, at its election, (i) suspend the Term for the period of such retirement or disability (such suspension not to exceed four (4) years, the “Maximum Suspension Period”), (ii) declare that Zuffa has satisfied their obligations to promote all future Bouts to be promoted by the UFC under the Promotional and Ancillary Rights Agreement, without any compensation due to the fighter therefor, and/or (iii) provide the fighter with notice of termination in accordance with the Promotional and Ancillary Rights Agreement. At the expiration of the Maximum Suspension Period, if Fighter remains in retirement or such disability continues, the Promotional and Ancillary Rights Agreement shall automatically terminate.
- Zuffa agrees that UFC fighters shall retain the right to use their own identities, including by way of illustration and not limitation, fighters’ names, images, voices and likenesses, in connection with the creation, development, manufacture, distribution, marketing and sale directly or by third parties of Merchandise.
- Zuffa agrees to provide fighters up to three (3) still images of the fighter, the licensing of which shall be governed by a licensing application to and approval by Getty Images.

The parties agreed to settle this case only after more than nine years of extensive litigation in the *Le* Action, including extensive fact and expert discovery in the *Le* Action, and trial preparation in the *Le* Action. During discovery in the *Le* Action, Settlement Class Counsel reviewed and analyzed more than 3 million of pages of documents and conducted 28 fact witness depositions (plus seven days of testimony from defendant Zuffa’s Rule 30(b)(6) designees). The parties in the *Le* Action also completed expert discovery, which included the exchange of multiple expert reports and the depositions of all experts. The Court also held a seven-day, seven-witness hearing on the Plaintiffs’ motion for class certification. And, finally, the parties in the *Le* Action prepared the case for trial, which was set to commence only a few weeks after the parties reached the agreement to settle the Actions. When the Settlement was reached, the *Johnson* Action was in the early stages of discovery.

The Settlement allows Settlement Class Members who submit valid and timely Claim Forms (at a later time in the process) to receive material compensation, rather than risk ultimately receiving nothing and/or significant delay. The Settlement also provides for Defendants to lock in some changes to certain aspects of Defendants’ conduct that Plaintiffs alleged had injured them.

If the Settlement is approved, Plaintiffs and the members of the Settlement Classes will dismiss and release their claims against Defendants and Releasees (as identified in the Settlement Agreement).

**5. Am I a Settlement Class Member who is part of one or both of the class action lawsuits against the Defendants?**

There are two classes that may participate in the Settlement: (i) the *Le* Class, and (ii) the *Johnson* Settlement Class.

You are a member of the *Le* Class if you meet the following definition:

All persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017. The *Le* Class excludes all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought in the United States.

(The *Le* Class is also referred to as the “Bout Class” in various papers and orders filed with the Court.)

You are a member of the *Johnson* Settlement Class if you meet the following definition:

All persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to [the date of preliminary approval of the Settlement]. Excluded from the *Johnson* Settlement Class are all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought or broadcast in the United States.

It is possible that you are a member of one or both Settlement Classes.

If you are not sure whether you are a Settlement Class Member, contact the Claims Administrator at:

- **The following toll-free number: 1-866-955-5564.**
- **Visit the Settlement website at [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com).**
- **Write to the following address by mail: UFC Fighter Class Action, c/o Class Action Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.**
- **Use the following email address: [info@UFCFighterClassAction.com](mailto:info@UFCFighterClassAction.com).**



#### **6. Are there exceptions to being a Settlement Class Member?**

Yes. Excluded from the *Le* Class are all persons who are not residents or citizens of the United States, unless the UFC paid such persons for competing in a bout fought in the United States during the *Le* Class Period. Excluded from the *Johnson* Settlement Class are all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought or broadcast in the United States during the *Johnson* Settlement Class Period.

#### **7. What are my rights as a Settlement Class Member?**

You have the right to continue participating in the Actions as a Settlement Class Member. You do not need to do anything at this time to remain in the Settlement Classes or be a part of the Actions against the Defendants.

If you do not exclude yourself from the *Johnson* Settlement Class, or did not exclude yourself from the *Le* Class in the past, you will remain a Settlement Class Member in one or both Actions. As a Settlement Class Member, you will retain the possibility of receiving money from the Settlement if the Court approves the Settlement. By remaining in one or both Settlement Classes, you will be bound by the terms of the Settlement, including the release of claims, and you will give up your right to file your own separate lawsuit with regard to any of the claims released by the Settlement.

If you are a member of the *Johnson* Settlement Class, you have the right to exclude yourself from the *Johnson* Settlement Class, in which case (if you are not also a member of the *Le* Class) you would preserve any right you may have to bring or continue a lawsuit of your own against the *Johnson* Defendants for the same or similar claims alleged in the *Johnson* Action, but you would give up the right to receive any payment from the Settlement in the Actions against the Defendants. See Question 17 about how to opt-out of the Settlement.

### **SETTLEMENT BENEFITS**

#### **8. What does the Settlement provide?**

The Defendants have agreed to pay \$335 million in cash to be paid in three installments consisting of \$100 million after the Court preliminarily approves the Settlement, \$100 million after the Court grants final approval of the Settlement (or November 1, 2024, whichever is later), and \$135 million no later than April 1, 2025.

Every Settlement Class Member who (a) does not exclude him, her, or themselves from the Settlement Classes by the deadline described below, and (b) files a valid and timely claim during a process that will occur later will be paid from the monies Defendants paid to settle the Actions (“UFC Settlement Fund”), less any fees, expenses or other deductions approved by the Court, plus any accrued interest (“Net UFC Settlement Fund”). More specifically, money in this UFC Settlement Fund will be used to pay:

- The cost of Settlement claims administration and notice, and applicable taxes on the UFC Settlement Fund, and any other related tax expenses, as approved by the Court,

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- Money awards for the *Le* Class Representatives and the *Johnson* Settlement Class Representatives for their service on behalf of the Settlement Classes, as approved by the Court,
- Money for Nathan Quarry to settle his individual Identity Rights Claim, and
- Attorneys' fees and reimbursement of expenses for Settlement Class Counsel, as approved by the Court (*see* Question 16 below for more information relating to attorneys' fees and other costs).

The money in the UFC Settlement Fund less the four categories of costs described just above is referred to as the "Net UFC Settlement Fund." The Net UFC Settlement Fund will only be distributed to members of the Settlement Classes if the Court finally approves the Settlement and the plan for allocating the monies in the Net UFC Settlement Fund to members of the Settlement Classes who submit valid and timely claims later in the process (referred to as the "Plan of Allocation").

#### **9. How do I ask for money from the Settlement?**

If you are a Settlement Class Member, you must submit a valid and timely claim to get money from the Net UFC Settlement Fund **during a process that will begin several months from now**. If the Court finally approves the Settlement, as part of the Court approved distribution and allocation process, the Claims Administrator will distribute a Claim Form to complete to all Settlement Class Members, who do not exclude themselves from the Settlement Classes, and for which there are valid email or postal addresses. Settlement Class Members may also contact the Claims Administrator or visit the Settlement website if they do not receive a Claim Form. The Claim Form will include the deadline for timely submission and instructions on how to submit the Claim Form. Those Settlement Class Members who submit Claim Forms later in the process are called Claimants. The Court will decide whether to approve the plan of allocating the Net UFC Settlement Fund amongst the Claimants, and will set the schedule for that allocation process, at the time that it decides whether or not to approve the Settlement.

#### **10. How much money will I get?**

At this time, it is not known precisely how much each Settlement Class Member will receive from the Net UFC Settlement Fund or when payments will be made. The amount of your payment, if any, will be determined by the Plan of Allocation proposed by Plaintiffs and to be approved by the Court.

Under the Plan of Allocation, the amount of money distributed to each Settlement Class Member who files a valid and timely claim will vary depending on several factors. As a general guideline, it is anticipated that using the procedures set forth in the Plan of Allocation, each *Le* Class Member who submits a valid and timely claim may receive as much as 25% of the total amount he or she earned from the UFC for participating in bouts during the *Le* Class Period, and each *Johnson* Settlement Class Member (not subject to an arbitration clause or class action waiver)

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who submits a valid and timely claim may receive as much as 10% of the total amount he or she earned from the UFC for participating in bouts during the *Johnson* Settlement Class Period. These are only estimates and not a guarantee on the amount any Settlement Class Member may receive.

The proposed Plan of Allocation can be summarized as follows:

First, the Net UFC Settlement Fund will be allocated in two tranches: 75 percent to the *Le* Class (the “*Le* Class Tranche”) and 25 percent to the *Johnson* Settlement Class (the “*Johnson* Settlement Class Tranche”). This proposed allocation between the *Le* Class and the *Johnson* Settlement Class is based on four principles: (1) the *Le* Action is much older and covers an earlier class period and, therefore, members of the *Le* Class are entitled to a greater share of the Net UFC Settlement Fund because they have had to wait much longer to be compensated; (2) the *Le* Action was fully litigated up to the eve of trial, while the *Johnson* Action was in the early stage of discovery at the time of Settlement; (3) the UFC made changes to its fighter contracts after the *Le* Action, which changes could have made the *Johnson* Action more costly to litigate; and (4) more than half of the *Johnson* Settlement Class Members are subject to arbitration clauses and provisions waiving participation in class actions, which could have significantly reduced the overall value of the claims brought by the *Johnson* Settlement Class. For more information about the allocation of the Net UFC Settlement Fund, please see the analysis prepared by Plaintiffs’ expert economist, Dr. Hal J. Singer, as set forth in the Declaration of Hal J. Singer, Ph.D. In Support of Plan of Allocation, which is available on the Settlement website: [\[ADD LINK\]](#).

Second, the amount to be distributed to each claimant will be determined separately for the *Le* Class Tranche and the *Johnson* Settlement Class Tranche.

Each *Le* Claimant will be allocated his or her share of the *Le* Class Tranche based upon two *pro rata* factors: (i) the total compensation each received from the UFC for participating in UFC bouts (*i.e.*, the fighter’s Event Compensation) during the *Le* Class Period; and (ii) the total number of bouts each fought during the *Le* Class Period. *Le* Claimants will receive a minimum recovery amount of \$8,000.

As to the *Johnson* Settlement Tranche, the *Johnson* Settlement Claimants will be divided into two groups: (a) those *Johnson* Claimants who were **not** subject to an arbitration clause or a class action waiver during the *Johnson* Settlement Class Period (the “*Johnson* Non-Arbitration Claimants”); and (b) those *Johnson* Claimants who were subject to an arbitration clause or a class action waiver during the *Johnson* Settlement Class Period (“*Johnson* Arbitration Claimants”).

The portion of the *Johnson* Settlement Class Tranche allocated to the *Johnson* Non-Arbitration Claimants shall be allocated based upon two *pro rata* factors: (i) the total compensation each received from the UFC for participating in UFC bouts (*i.e.*, the fighter’s Event Compensation) during the *Johnson* Settlement Class Period; and (ii) the total number of bouts each fought during the *Johnson* Settlement Class Period. This allocation process mirrors that used for the *Le* Claimants, described above. *Johnson* Non-Arbitration Claimants will receive a minimum recovery amount of \$7,000.

The *Johnson* Arbitration Claimants will receive a flat recovery amount from the *Johnson* Settlement Class Tranche set at \$5,000 each. Should a court enforce the arbitration clauses and/or class action waiver in the *Johnson* Arbitration Claimants' contracts with the UFC, these claims would have little value.

Any Settlement Class Member who is both a *Le* Claimant and a *Johnson* Claimant will receive a distribution amount that is the sum of the results of the two allocation procedures used for the *Le* Class Tranche and the *Johnson* Settlement Class Tranche.

Third, to ensure fairness between the *Le* Claimants and the *Johnson* Claimants, any individual distribution amounts provided to the *Johnson* Non-Arbitration Claimants will be capped at the larger of (a) 10 percent of each *Johnson* Claimant's total compensation for bouts during the *Johnson* Settlement Class Period, or (b) \$7,000.

Fourth, in the event the calculated allocations for all valid claims submitted for the *Johnson* Settlement Class Tranche is less than 25 percent of the Net UFC Settlement Fund, then the remainder will be reallocated to the *Le* Class Tranche.

The Claims Administrator will make decisions regarding submissions of Claim Forms, including regarding their validity and amounts, with input from Settlement Class Counsel and Settlement Class Counsel's consulting economic expert.

The complete proposed Plan of Allocation is available on the Settlement website, [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com).

## HOW TO FILE A CLAIM

### 11. How do I file a claim?

If the Court approves the Settlement (*see* "The Court's Fairness Hearing" below at Question 23), the Court will at that time approve a Claim Form and set a deadline for Settlement Class Members to submit claims. At that time, to receive a payment, you must submit a Claim Form. The Claim Form for Settlement Class Members will be posted on the Settlement website and available by calling the toll-free number **1-866-955-5564**. Settlement Class Members will be able to submit claims electronically using the Settlement website or by email or through first class mail. A Claim Form will also be mailed to Settlement Class Members for which the Claims Administrator has valid and current addresses.

### 12. Who decides the value of my claim?

After receiving your timely-submitted Claim Form, the Court-appointed Claims Administrator will make decisions about the value and validity of claims with input from Settlement Class Counsel and Settlement Class Counsel's consulting economic expert.

For the *Le* Claimants and the *Johnson* Non-Arbitration Claimants, the amount of each such Claimant's distribution payment will be determined using data and information provided by Zuffa, including the total amount of the Event Compensation paid to, and bouts fought by, Settlement Class Members during the applicable Class Period. Whether a *Johnson* Claimant is a *Johnson*

Arbitration Claimant or a *Johnson* Non-Arbitration Claimant will be determined using contract information provided by Zuffa. The procedure used to determine the distribution amount to be paid to each Claimant is discussed in detail at Question 10 above.

**Some companies may offer to help you file your Claim Form in exchange for a portion of your recovery from the Settlement. Sometimes these companies make it seem like you must use them to file a Claim Form. While you may choose to use such companies, you should know that such companies can be expensive, and that *you do not need to use such companies to file a claim in this case*. You can file with the Claims Administrator on your own, free of charge. Additionally, you are entitled to contact the Claims Administrator or Settlement Class Counsel for assistance with understanding and filing your Claim Form at no cost to you.**

### **13. Am I giving up anything by filing a claim or not filing a claim?**

If you are a *Johnson* Settlement Class Member and do not exclude yourself, or if you did not previously exclude yourself from the *Le* Class, you cannot sue, continue to sue, or be part of any other lawsuit seeking recovery for the Released Claims against the Defendants or Releasees (defined below), even if you do not file a Claim Form. More specifically, staying in the Settlement Classes means you have agreed to be bound by the Settlement Agreement and its terms including the release of claims contained therein.

The terms “Released Claims,” “Releasors,” and “Releasees” are defined in the Settlement Agreement, and they are discussed generally below to provide some background information on the Release in the Settlement Agreement. You should review the Settlement Agreement, which is available on the Settlement website, [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com), for more detail about the Release. The claims released in the Settlement are described below.

The Settlement Agreement provides that the Releasors (including, without limitation, all members of the Settlement Classes and their representatives) shall be deemed to have fully, finally, and forever released, relinquished, and discharged all “Released Claims” against the Releasees. These Released Claims include all known and unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights or recovery, or liabilities for any obligations of any kind whatsoever arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, known or unknown, arising from, or relating to: (i) the factual predicates of the *Le* Action or the *Johnson* Action, or any complaint or pleading therein, including any contracts, mergers, acquisitions, transactions, or any business practices of any kind employed or executed by Defendants or their affiliates or assigns; or (ii) any issue raised in the *Le* Action or *Johnson* Action by pleading or motion. All Releasors also covenant not to sue any Releasee with respect to any of the Released Claims, and agree that all Releasors shall be permanently barred and enjoined from commencing, maintaining, or prosecuting, any action, suit, proceeding, or claim in any court, tribunal, administrative agency, regulatory body, arbitrator, or other body in any jurisdiction against any Releasee based in whole or in part upon, arising out of, or in any way connected or related to any Released Claim.

In addition, each Releasor hereby expressly waives and releases, upon the final approval of the Settlement, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code (or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to §1545 of the California Code), which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

**The Scope and Effect of the Release:** Upon the Court's Order finally approving the Settlement (and the resolution of any potential appeals), the Releasors hereby release and forever discharge, and covenant not to sue the Releasees only, with respect to, in connection with, or relating to any and all of the Released Claims.

#### THE LAWYERS REPRESENTING THE SETTLEMENT CLASSES

##### **14. Who represents the Settlement Classes in this case?**

The Court appointed the following law firms as Co-Lead Class Counsel (also referred to as "Plaintiffs' Counsel") to represent the Settlement Classes:

Eric L. Cramer  
Michael Dell'Angelo  
**BERGER MONTAGUE PC**  
1818 Market St., Suite 3600  
Philadelphia, PA 19103

Benjamin Brown  
Richard Koffman  
**COHEN MILSTEIN SELLERS & TOLL, PLLC**  
1100 New York Ave., N.W.  
Suite 500, East Tower  
Washington, D.C. 20005

Joseph Saveri  
**JOSEPH SAVERI LAW FIRM, LLP**  
601 California St., Suite 1505  
San Francisco, CA 94108

The term "Settlement Class Counsel" refers to Co-Lead Class Counsel and the additional firms assisting them with litigating the Actions. Settlement Class Counsel has been prosecuting the Actions, *i.e.*, performing and overseeing work (including assistance from additional law firms who are identified in the Settlement Agreement) to advance the litigation on behalf of the Plaintiffs and the Settlement Classes since December 2014 when the first case was filed.

##### **15. Should I get my own lawyer?**

You do not need to hire your own lawyer because Settlement Class Counsel are working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your lawyer to appear in Court for you if you want someone other than Settlement Class Counsel to speak for you. You may also appear for yourself without a lawyer.

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**16. How will the lawyers be paid?**

To date, Settlement Class Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs or expenses that Settlement Class Counsel expended to litigate this case. Any attorneys' fees and costs and expenses will be awarded only as approved by the Court in amounts determined to be fair and reasonable. By [DATE], Settlement Class Counsel will move for an award of attorneys' fees not to exceed one-third of the UFC Settlement Fund, plus any accrued interest, reimbursement of reasonable litigation costs and expenses not to exceed \$11 million, and service awards of up to \$250,000 for each of the five *Le* Class Representatives and up to \$60,000 for each of the three *Johnson* Settlement Class Representatives (for a total of \$1,430,000) to be paid out of the UFC Settlement Fund. If the Court grants Settlement Class Counsel's requests, these amounts would be deducted from the UFC Settlement Fund. You will not have to pay these fees, expenses, and costs out of your own pocket.

Any motions in support of the above requests will be available on the Settlement website after they are filed on [DATE]. After that time, if you wish to review the motion papers, you may do so by viewing them at [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com).

The Court will consider the motion for attorneys' fees and litigation costs and expenses, service awards at or after the Fairness Hearing.

**EXCLUDING YOURSELF FROM THE *JOHNSON* SETTLEMENT CLASS****17. How do I opt-out of the *Johnson* Settlement Class?**

If you fall within the definition of the *Johnson* Settlement Class but do not want to be included in the *Johnson* Action against the *Johnson* Defendants for any reason, including because you want to retain the right to sue the *Johnson* Defendants for the same or similar claims as in the *Johnson* Action, then you must request exclusion (or opt-out) of the *Johnson* Action. The deadline for requesting exclusion from the *Johnson* Action is [DATE].

To exclude yourself, you must submit a written request for exclusion that includes the following information:

- The name of the Lawsuit: *Johnson, et al. v. Zuffa, LLC, et al.*, Case No. 2:21-cv-1189 (D. Nev.);
- Your name and current address;
- Your personal signature;
- A statement clearly indicating that you are a member of the *Johnson* Settlement Class; and
- A statement clearly indicating that you wish to be excluded from the *Johnson* Settlement Class.
- Keep reading for additional instructions about your opt-out choices.

Your request for exclusion must be mailed via the U.S. Postal Service to the address below so it is **received** no later than [DATE]:

**UFC Fighter Class Action  
ATTN: Exclusion Request  
PO Box 58220  
Philadelphia, PA 19102**

If you are not also a member of the *Le* Class, by electing to be excluded: (1) you will not share in any right to receive any payment as a *Johnson* Settlement Class Member from the Settlement of the *Johnson* Action against the *Johnson* Defendants; (2) you will not be bound by any decision in the *Johnson* Action that is either favorable to the *Johnson* Settlement Class or favorable to the *Johnson* Defendants; and (3) you may present any claims you have against the *Johnson* Defendants by filing your own lawsuit.

You cannot exclude yourself (opt-out) by telephone or email.

The members of the *Le* Class already received notice about the *Le* Action after the Court certified the *Le* Class on August 9, 2023, and the deadline for *Le* Class Members to opt-out has already passed. As a result, if you are a member of the *Le* Class, you cannot choose to opt-out of the Settlement (*see also* the below explanation). Only members of the *Johnson* Settlement Class, who are not members of the *Le* Class, may choose to opt-out at this time (as described above).

By way of explanation, if you are a member of both the *Le* Class and the *Johnson* Settlement Class, and you choose to opt-out of the *Johnson* Settlement Class, you will still receive a distribution based solely on your membership in the *Le* Class. As explained above, if you opt-out of the *Johnson* Settlement Class, you will not participate in that part of the Settlement concerning the distribution of the Net UFC Settlement Fund to *Johnson* Settlement Class Members. However, if you opt-out of the *Johnson* Settlement Class and you are a *Le* Class Member (*i.e.*, you did not timely opt-out of the *Le* Class), you will still release your claims relating to the *Johnson* Action.

**18. If I do not exclude myself, can I sue the *Johnson* Defendants for the same or similar thing later?**

No. If you are a Settlement Class Member, unless you exclude yourself from the Settlement Classes, you give up the right to sue the Defendants and the Releasees on your own with respect to any of the claims released in the Actions as more fully described in Question 13 above.

**19. If I exclude myself from the *Johnson* Settlement Class, can I get money from the Settlement?**

No. If you exclude yourself from the *Johnson* Settlement Class, then you will not get any money from the Settlement that is allocated to *Johnson* Settlement Class Members.

Some fighters may be members of both the *Le* Class and the *Johnson* Settlement Class. If you are a member of both Settlement Classes and you exclude yourself from the *Johnson* Settlement Class, you will still receive a distribution based solely on your membership in the *Le* Class. As explained in Question 17 above, if you opt-out of the *Johnson* Settlement Class, you will

not participate in that part of the Settlement concerning the distribution of the Net UFC Settlement Fund to *Johnson* Settlement Class Members.

**20. If I exclude myself from the Settlement, can I still object?**

No. If you exclude yourself, you are no longer a Settlement Class Member and may not object to any aspect of the Settlement.

Some fighters may be members of both the *Le* Class and the *Johnson* Settlement Class. If you are a member of both Settlement Classes and you exclude yourself from the *Johnson* Settlement Class, you are still participating in the Settlement as *Le* Class Member and, because you are a *Le* Class Member, you may still object to the Settlement. See Question 21 on the process to file an objection.

**OBJECTING TO THE SETTLEMENT**

**21. How do I tell the Court if I don't like any aspect of the Settlement?**

If you are a Settlement Class Member (and don't exclude yourself from the Settlement Classes), you can object to any part or any one of the Settlement, the Plan of Allocation, the request for attorneys' fees and litigation costs and expenses, and/or the service awards request for the Class Representatives.

To object, you must timely submit a letter that includes the following: (1) the name of the Action for the class that you are a member (for the *Le* Class: *Le, et al. v. Zuffa, LLC*, Case No. 2:15-cv-01045; for the *Johnson* Settlement Class: *Johnson, et al. v. Zuffa, LLC, et al.*, Case No. No. 2:21-cv-1189; if you are a member of both Settlement Classes, then include the name of both Actions); (2) your name and address and if represented by counsel, the name, address, and telephone number of your counsel; (3) proof that you are a member of one or both of the Settlement Classes; (4) a statement detailing your objections to the Settlement with specificity and including your legal and factual bases for each objection; and (5) a statement of whether you intend to appear at the Fairness Hearing, either with or without counsel, and if with counsel, the name of your counsel who will attend. Furthermore, all objections must be signed by the objecting member of the Settlement Classes.

You cannot make an objection by telephone or email. You must do so in writing and file your objection with the Clerk of Court and mail your objection to the following address to be received by [DATE]:

United States District Court for the District of Nevada  
Clerk of the Court  
333 Las Vegas Blvd South  
Las Vegas, NV 89101



You must also send a copy of your Statement of Objections to the Claims Administrator at the following address:

**Claims Administrator**  
UFC Fighter Class Action  
Attn: Objections  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

If you don't timely and validly submit your objection, your view will not be considered by the Court or any court on appeal.

**22. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you don't exclude yourself from the Settlement Classes. Please *see* Questions 17-20 about excluding yourself from the Settlement Classes. Objecting does not change your ability to claim money from the Net UFC Settlement Fund if the Court approves the Settlement. If you exclude yourself from both Settlement Classes, you cannot object because the Settlement no longer affects your rights, and you cannot claim money from the Net UFC Settlement Fund.

**THE COURT'S FAIRNESS HEARING**

**23. When and where will the Court decide to approve the Settlement, including the attorneys' fees and costs motion and the Plan of Allocation?**

There will be a Fairness Hearing at **[TIME]** on **[DATE]**. The hearing will take place at the United States District Court for the District of Nevada, Courtroom 7C, 333 Las Vegas Boulevard South, Las Vegas, NV 89101.

***Important!*** The time and date of the Fairness Hearing may change without additional mailed or published notice. For updated information on the hearing, visit [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com).

At the Fairness Hearing, the Court will consider whether the Settlement is fair, adequate, and reasonable and should be approved. The Court will also decide whether it should give its final approval of the Plaintiffs' requests for attorneys' fees and expenses, service awards to the Class Representatives, and other costs. The Court will consider any objections and listen to Settlement Class Members who have asked to speak at the Fairness Hearing.

**24. Do I have to come to the Fairness Hearing to get my money?**

No. You do not have to go to the Fairness Hearing, even if you sent the Court an objection. But you can go to the hearing or hire a lawyer to go the Fairness Hearing if you want to, at your own expense.

## 25. What if I want to speak at the Fairness Hearing?

You must file a Notice of Intention to Appear with the Court at this address:

United States District Court for the District of Nevada  
Clerk of the Court  
333 Las Vegas Blvd South  
Las Vegas, NV 89101

Your Notice of Intention to Appear must be filed by **[DATE]**. You must also mail a copy of your letter to Settlement Class Counsel (specifically, to the lawyers at the addresses listed in Question 14) and Counsel for the Defendants listed below:

William A. Isaacson  
**PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP**  
2001 K Street, NW  
Washington, DC 20006-1047

Your Notice of Intention to Appear must be signed and: (i) state your name, address, and phone number, and if applicable, the name, address, and telephone number of you attorney (who must file a Notice of Appearance with the Court); and (ii) state that you (or if applicable, your lawyer) intends to appear at the Fairness Hearing for the Settlement in *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*, Case No. 2:15-cv-01045, and *Johnson, et al. v. Zuffa, LLC, et al.*, Case No. No. 2:21-cv-1189.

## IF YOU DO NOTHING

### 26. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will remain a member of the Settlement Classes and be represented by Settlement Class Counsel. However, if you do not timely file a Claim Form at the appropriate time later in the process, you will not receive any payment from the Settlement. You will be bound by past and future rulings, including rulings on the Settlement, Released Claims, and Releasees.

## GETTING MORE INFORMATION

### 27. How do I get more information?

This notice summarizes the Actions, the terms of the Settlement, and your rights and options in connection with the Settlement. More details are in the Settlement Agreement, which is available for your review at [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com). The website also has the complaints and other documents relating to the Settlement.

If you have additional questions, you may contact the Claims Administrator by email, phone, or mail:

- Email: [info@UFCFighterClassAction.com](mailto:info@UFCFighterClassAction.com).
- Toll-Free: **1-866-955-5564**

Questions? Call 1-866-955-5564 Toll-Free or Visit [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com)

- Mail: UFC Fighter Class Action, c/o Administrator, 1650 Arch St, Ste 2210, Philadelphia, PA 19103

Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the District of Nevada or reviewing the Court's online docket.

**PLEASE DO NOT WRITE OR CALL THE COURT OR THE CLERK'S  
OFFICE FOR MORE INFORMATION.**

# Exhibit B

To: [Class Member email address]  
From: Class Action Administrator  
Subject: Notice of Proposed Class Action Settlement – *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC* and *Johnson, et al. v. Zuffa, LLC, et al.*

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Notice ID: <<Notice ID>>

### **Notice of Class Action Settlement**

**A settlement totaling \$335 million plus prospective relief in two separate cases will provide payments and other potential benefits to mixed martial arts (“MMA”) fighters if they either (i) competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017, or (ii) competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to [DATE].**

*A federal court directed this notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.*

This notice is only a summary.  
Please visit [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com) for more information

- On [DATE], the Honorable Richard F. Boulware, II of the United States District Court for the District of Nevada (the “Court”), entered an order preliminarily approving a proposed settlement (the “Settlement”) between the parties in two class actions: (i) *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*, Case No. 2:15-cv-01045 (D. Nev.) (the “*Le* Action”); and (ii) *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (D. Nev.) (the “*Johnson* Action”). The term “Actions” used throughout this notice means both the *Le* Action and the *Johnson* Action. The Actions are separate lawsuits, but the Court has directed they be coordinated for purposes of settlement.
- The Settlement is for the benefit of MMA fighters who are members of one or both of the following classes: (i) the *Le* Class and (ii) the *Johnson* Settlement Class. The two classes together are referred to as the “Settlement Classes.” The term “*Le* Settlement Class Member” refers to anyone who is a

member of the *Le* Settlement Class. The term “*Johnson* Settlement Class Member” refers to anyone who is a member of the *Johnson* Settlement Class. The term “Settlement Class Members” is used when referring to all members of both the *Le* Class and the *Johnson* Settlement Class together, and the singular version “Settlement Class Member” is used when referring to an individual who is a member of either of the Settlement Classes.

- As part of the Settlement, the Defendants in the Actions have agreed to make settlement payments totaling \$335 million for the benefit of the Settlement Class Members who submit valid and timely Claim Forms later in the process (see below on how to ask for money from the Settlement). The Settlement also provides important prospective relief that will be locked in for a period of five (5) years after Final Approval of the Settlement that requires Zuffa, LLC (“Zuffa”) to alter its contracts and business practices in ways that give fighters more freedom, flexibility, and opportunities to earn money from competing in bouts and marketing their likeness.
- The Actions allege that the Defendants used an anticompetitive scheme to establish and maintain UFC’s market dominance, allowing UFC to pay its fighters substantially less than it would have paid in a more competitive market in violation of federal antitrust law. The Defendants deny these claims and any allegation of wrongdoing, and asserts that there is ample competition in the market for MMA fighters, UFC’s conduct was procompetitive, and UFC continually and substantially increased fighter pay over the Class Period. The Honorable Richard F. Boulware, II of the United States District Court for the District of Nevada is overseeing the Actions. Judge Boulware has not decided which side is correct.

#### **What is the purpose of this notice?**

You have received this notice because records show you may have competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States during the *Le* Class Period and/or the *Johnson* Settlement Class Period, which are defined below, and you are entitled to know about your rights under a proposed Settlement between the parties in the Actions.

You may be eligible to participate in the Settlement if you are a member of one or both of the *Le* Class or the *Johnson* Settlement Class.

The *Le* Class is defined as all persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017 (the “*Le* Class Period”). The *Le* Class excludes all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought in the United States.

The *Johnson* Settlement Class is defined as all persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to the date of preliminary approval of the Settlement (the “*Johnson* Settlement Class Period”). Excluded from the *Johnson* Settlement Class are all persons who are not residents or citizens of the United States unless the UFC paid such persons for competing in a bout fought or broadcast in the United States.

#### **What does the Settlement provide?**

The Defendants have agreed to pay \$335 million in cash to be paid in three installments consisting of \$100

million after the Court preliminarily approves the settlement, \$100 million after the Court grants final approval of the Settlement (or November 1, 2024, whichever is later), and \$135 million no later than April 1, 2025. Every Settlement Class Member who (a) does not exclude him, her, or themselves from the Settlement Classes by the deadline described below, and (b) files a valid and timely Claim Form (see next topic below) during a process that will occur later will be paid from the monies Defendants paid to settle the Actions, less any fees, expenses or other deductions approved by the Court, plus any accrued interest (“UFC Settlement Fund”). The money in this UFC Settlement Fund will be also used to pay:

- The cost of settlement and claims administration and notice, and applicable taxes on the UFC Settlement Fund, and any other related tax expenses, as approved by the Court,
- Money awards for the *Le* Class Representatives and the *Johnson* Settlement Class Representatives for their service on behalf of the Settlement Classes, as approved by the Court,
- Money for Nathan Quarry to settle his individual Identity Rights Claim and for his service on behalf of the *Le* Class, and
- Attorneys’ fees and reimbursement of expenses for Settlement Class Counsel, as approved by the Court.

Payments for claims will vary depending on a number of factors, including, but not limited to: (i) whether you are a member of the *Le* Class, the *Johnson* Settlement Class, or both; (ii) a fighter’s *pro rata* share of earnings from participating in bouts fought and the total number of bouts fought during the applicable Class Period; and (iii) whether you are a *Johnson* Settlement Class member who was subject to an arbitration clause or class action ban during the *Johnson* Settlement Class Period. Certain minimum or flat payment amounts will also apply. As a general guideline, it is anticipated that using the procedures set forth in the Plan of Allocation, which is the document that describes how the funds from the Settlement will be distributed to Settlement Class Members, each *Le* Class Member who submits a valid and timely Claim Form may receive as much as 25% of the total amount he or she earned from the UFC for participating in bouts during the *Le* Class Period, and each *Johnson* Settlement Class Member (not subject to an arbitration clause or class action waiver) who submits a valid and timely Claim Form may receive as much as 10% of the total amount he or she earned from the UFC for participating in bouts during the *Johnson* Settlement Class Period. These are only estimates and not a guarantee on the amount any Settlement Class Member may receive. For more information about the payment of claims and the proposed Plan of Allocation, please visit [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com) or contact the Claims Administrator using the information at the end of this summary notice.

### **How do I ask for money from the Settlement?**

If you are a Settlement Class Member, you must submit a valid and timely claim to get money from the UFC Settlement Fund during a process that will begin several months from now. If the Court finally approves the Settlement, as part of the Court approved distribution and allocation process, the Claims Administrator will distribute a Claim Form to complete to all Settlement Class Members, who do not exclude themselves from the Settlement Classes and for which there are valid email or postal addresses. A Claim Form is a document the Claims Administrator will make available to Settlement Class Members that contains the information needed to determine what distribution amount each Settlement Class



Member will receive as part of the proposed Plan of Allocation. Settlement Class Members may also contact the Claims Administrator or visit the Settlement Website if they do not receive a Claim Form. The Claim Form will include the deadline for timely submission and instructions on how to submit the Claim Form. Those Settlement Class Members who submit Claim Forms are called Claimants. The Court will approve the plan of allocating the Net UFC Settlement Fund amongst the Claimants, and will set the schedule for that process, at the time that it decides whether or not to approve the Settlement.

Visit [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com) for more information on how to submit a Claim Form.

**What are my other options?**

If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against the Releasees. The Release and related definitions are set forth in the Settlement Agreement, which is available on the Settlement website. You may **Object** to the terms of the Settlement, and certain *Johnson* Settlement Class Members may **Opt-Out** of the Settlement by **[DATE]**. Please visit [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com) for more information on how to Object to or Opt-Out of the Settlement.

**Do I have a lawyer in this case?**

Yes. The Court appointed the following law firms as Co-Lead Class Counsel to represent you and other Settlement Class Members: Berger Montague PC, Cohen Milstein Sellers & Toll, PLLC, and Joseph Saveri Law Firm, LLP. Co-Lead Class Counsel, along with additional firms that assisted them in litigating the Actions, are called “Settlement Class Counsel.” Settlement Class Counsel will be paid from the UFC Settlement Fund upon making an application to the Court.

**The Court’s Fairness Hearing.**

There will be a Fairness Hearing at **[TIME]** on **[DATE]**. The hearing will take place at the United States District Court for the District of Nevada, Courtroom 7C, 333 Las Vegas Boulevard South, Las Vegas, NV 89101.

**Important!** The time and date of the Fairness Hearing may change without additional mailed or published notice. For updated information on the hearing, visit [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com).

At the Fairness Hearing, the Court will consider whether the Settlement is fair, adequate, and reasonable and should be approved. The Court will also decide whether it should give its final approval of Settlement Class Counsel’s requests for attorneys’ fees and expenses, service awards to the Class Representatives, and other costs. The Court will consider any objections and listen to Settlement Class Members who have asked to speak at the Fairness Hearing.

**This notice is only a summary.**

For additional information, visit [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com) or call toll-free 1-866-955-5564. You may also write to the Class Action Administrator by mail: **UFC Fighter Class Action**, c/o Class Action Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or email: [info@UFCFighterClassAction.com](mailto:info@UFCFighterClassAction.com).

**[Unsubscribe](#)**



# Exhibit C

## **Notice of Class Action Settlement for UFC Fighters**

**A settlement totaling \$335 million plus prospective relief in two separate cases will provide payments and other potential benefits to mixed martial arts (“MMA”) fighters if they either (i) competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017, or (ii) competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to [DATE].**

*A federal court directed this notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.*

### **What is the purpose of this notice?**

This notice is authorized by the Court to inform all persons who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to [DATE] that they may be eligible to participate in a proposed settlement (the “Settlement”) between the parties in two class actions: (i) *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*, Case No. 2:15-cv-01045 (D. Nev.) (the “Le Action”); and (ii) *Johnson, et al. v. Zuffa, LLC, et al.*, No. 2:21-cv-1189 (D. Nev.) (the “Johnson Action”). The term “Actions” used throughout this notice means both the Le Action and the Johnson Action.

The Settlement is for the benefit of MMA fighters who are members of one or both of the following classes: (i) the Le Class and (ii) the Johnson Settlement Class. The two classes together are referred to as the “Settlement Classes.” Settlement Classes Members (see below) have the right to know about the Settlement. Members of the Johnson Settlement Class have the right to exclude themselves (opt-out) from the Johnson Settlement Class. Settlement Class Members who do not opt-out have the right to file an objection if they do not agree with any part of the Settlement, the requested attorneys’ fees and expenses, and/or the requested service awards for the Class Representatives.

### **What is the Lawsuit About?**

Plaintiffs in the Actions claim that Defendants used an anticompetitive scheme to establish and maintain UFC’s market dominance, allowing UFC to pay its fighters substantially less than it would have paid in a more competitive market in violation of federal antitrust law. Defendants deny these claims and any allegation of wrongdoing, and assert that there is ample competition in the market for MMA fighters, UFC’s conduct was procompetitive, and UFC continually and substantially increased fighter pay over the Class Period. The Honorable Richard F. Boulware, II of the United States District Court for the District of Nevada is overseeing the Actions. Judge Boulware has not decided which side is correct.

### **Who is in the Settlement Classes?**

A Settlement Class Member is a person who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to [DATE]. A Settlement Class Member can be a member of the Le Class or the Johnson Settlement Class or both. You are a member of the Le Class if you competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017 (the “Le Class Period”). You are a member of the Johnson Settlement Class if you competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from July 1, 2017 to [DATE] (the “Johnson Settlement Class Period”). Excluded from the Settlement Classes are all persons who are not residents or citizens of the United States, unless the UFC paid such persons for competing in a bout fought (and/or broadcast for the Johnson Settlement Class) in the United States during the applicable Class Period.

### **What does the Settlement provide?**

Defendants have agreed to pay \$335 million in cash. Every Settlement Class Member who (a) does not exclude him, her, or themselves from the Settlement Classes by the deadline described below, and (b) files a valid and timely claim during a process that will occur later will be paid from the monies from the UFC Settlement Fund (after deducting costs, taxes, attorneys’ fees and expenses approved by the Court, and any service awards to the representatives Plaintiffs approved by the Court). More information about the Settlement, including the important non-monetary benefits it provides to fighters, can be obtained by visiting [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com).

### **Who represents the Settlement Classes?**

The Court has appointed the following law firms as Co-Lead Class Counsel to represent you and other Settlement Class Members: Berger Montague PC, Cohen Milstein Sellers & Toll, PLLC, and Joseph Saveri Law Firm, LLP. Co-Lead Class Counsel, along with additional firms that assisted them in litigating the Actions, are called “Settlement Class Counsel.” Settlement Class Counsel has been prosecuting the Actions, *i.e.*, performing and overseeing work to advance the litigation on behalf of the Plaintiffs and the Settlement Classes, since December 2014.

You do not need to hire your own lawyer because Settlement Class Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer’s services.

### **What are the rights of Settlement Class Members?**

If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against the Releasees. You may **Object** and certain Settlement Class Members may **Opt-Out** to the Settlement by [DATE]. Please visit [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com) for more information on how to Object or Opt-Out to the Settlement.

### **What’s next?**

There will be a Fairness Hearing at [TIME] on [DATE]. The hearing will take place at the United States District Court for the District of Nevada, Courtroom 7C, 333 Las Vegas Boulevard South, Las Vegas, NV 89101.

**Important!** The time and date of the Fairness Hearing may change without additional mailed or published notice. For updated information on the hearing, visit [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com).

### **This notice is only a summary.**

For additional information, visit [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com) or call toll-free 1-866-955-5564. You may also write to the Class Action Administrator by mail: **UFC Fighter Class Action**, c/o Class Action Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or email: [info@UFCFighterClassAction.com](mailto:info@UFCFighterClassAction.com).



1650 Arch Street, Suite 2210  
Philadelphia, PA 19103  
www.angeiongroup.com  
215.563.4116 (P)  
215.525.0209 (F)

Month Day, 2024

RE: *Le, et al. v. Zuffa, LLC d/b/a Ultimate Fighting Championship and UFC*  
U.S. District Court of Nevada, Case No. 2:15-cv-01045-RFB-BNW

*Johnson, et al. v. Zuffa, LLC, et al.*  
U.S. District Court of Nevada, Case No. 2:21-cv-1189

Dear Gym Owner/Manager:

Enclosed is a legal Poster Notice regarding the above-referenced class actions regarding UFC Fighters who competed in one or more live professional UFC-promoted MMA bouts taking place or broadcast in the United States from December 16, 2010 to June 30, 2017 and from July 1, 2017 to [DATE].

Angeion is the Court-appointed Claims Administrator in this matter and, pursuant to the Court's [DATE OF PRELIMINARY APPROVAL] **Order Granting Motion for Preliminary Approval of Settlement**, we are sending the enclosed Poster Notice and requesting that it be posted in a highly visible area where Bout Class Members are most likely to view the notice. If you would like to review the Court's Order, please visit the Important Documents page of the notice website at [www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com).

For additional information, call toll-free 1-866-955-5564. You may also write to the Claims Administrator by mail: UFC Fighter Class Action, c/o Claims Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or email: [info@UFCFighterClassAction.com](mailto:info@UFCFighterClassAction.com).

Sincerely,

Angeion Group, LLC

UFC Fighter Class Action  
c/o Claims Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103  
1-866-955-5564  
[info@UFCFighterClassAction.com](mailto:info@UFCFighterClassAction.com)  
[www.UFCFighterClassAction.com](http://www.UFCFighterClassAction.com)

